

**ElderChoices**

**Personal Emergency Response System  
(PERS)**

**Provider Application**

**Renewal**

Revised 07/09

**ARKANSAS DEPARTMENT OF HUMAN SERVICES  
ELDERCHOICES PROGRAM**

**PROVIDER CERTIFICATION INFORMATION**

STATE OFFICE USE		
Date Mailed _____	Date Received _____	
Region _____	County/State _____	
Certificate # _____	Medicaid Provider # _____	
Effective Dates _____	To _____	
<input type="checkbox"/> Application	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Change

- |   |   |                                  |
|---|---|----------------------------------|
| <input type="checkbox"/> Adult Day Care           | <input type="checkbox"/> Adult Day Health Care              | <input type="checkbox"/> Chore   |
| <input type="checkbox"/> Homemaker                | <input type="checkbox"/> Home Delivered Meals               | <input type="checkbox"/> Respite |
| <input type="checkbox"/> Adult Companion Services | <input type="checkbox"/> Personal Emergency Response System |                                  |
| <input type="checkbox"/> Adult Family Homes       |   |                                  |

**SECTION ONE - ALL PROVIDERS (Please type or print.)**

\_\_\_\_\_  
Name of Provider Agency

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Street **and** P. O. Box (if applicable)

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
County

\_\_\_\_\_  
Agency Contact Person

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone #

**The Principal Officer of the agency must sign the attached Provider Assurances.**

Attach a list of the counties where the agency delivers ElderChoices services.

Attach the agency's written job descriptions for staff performing ElderChoices services.

Attach a list containing the names of all direct care staff and the date of the last criminal background check.

Attach current proof of your agency's Professional Medical Liability Insurance/Bonding Insurance.

Attach a list of in-service training sessions held or to be held during this certification period.

## **SECTION TWO - ADULT DAY CARE & ADULT DAY HEALTH CARE PROVIDERS**

Attach a copy of the current Adult Day Care or Adult Day Health Care Facility license issued by the appropriate licensing and/or certifying agency.

## **SECTION THREE - HOME DELIVERED MEAL PROVIDERS**

Attach a copy of agency's current Food Establishment Permit issued by the appropriate licensing and/or certifying agency.

## **SECTION FOUR - PERSONAL EMERGENCY RESPONSE SYSTEM PROVIDERS**

Has the toll-free number programmed in the communicator equipment changed since last renewal period?  
Yes ☐ No ☐ If yes, please list new number. \_\_\_\_\_

Attach a copy of the current Underwriters Laboratories Certificate of Compliance for Protective Signaling Services.

If this is an application, attach the completed PERS Provider Pre-Certification Questionnaire.

## **SECTION FIVE - HOMEMAKER PROVIDERS**

Attach a copy of the agency's current: Arkansas Department of Health Class A and/or Class B License as providers of personal care and/or home health services or "Articles of Incorporation" as approved by the Arkansas Secretary of State Office.

If this is an application, attach the completed Homemaker Provider Pre-Certification Questionnaire.

## **SECTION SIX - CHORE PROVIDERS**

Attach a copy of the agency's current: Arkansas Department of Health Class A and/or Class B License as providers of personal care and/or home health services or "Articles of Incorporation" as approved by the Arkansas Secretary of State Office.

If this is an application, attach the completed Chore Provider Pre-Certification Questionnaire.

## **SECTION SEVEN – ADULT COMPANION PROVIDERS**

Attach a copy of the agency's current Arkansas Department of Health Class A and/or Class B License as a Home Health Agency or the private care agency's (enrolled as a Medicaid personal care provider) Arkansas Department of Health License as a personal care agency.

If this is an application, attach the completed Adult Companion Services Provider Pre-Certification Questionnaire.

**SECTION EIGHT - RESPITE PROVIDERS****Agencies applying for certification as In-Home Respite Providers must:**

Attach a copy of the agency's current: State Board of Health Class A and/or Class B License as providers of personal care and/or home health services or a DHS ElderChoices Homemaker Certification.

**Agencies applying for certification as Facility-Based Respite Providers must:**

Attach a copy of the agency's current:  
Adult Day Care Facility License;  
Adult Day Health Care Facility License;  
Hospital License;  
Residential Care Facility License;  
Nursing Facility License;  
ElderChoices Adult Family Homes Certification; or  
Level II Assisted Living Facility License.

**SECTION NINE – ADULT FAMILY HOMES**

Attach completed Adult Family Homes Certification Requirements Checklist.

**SECTION TEN - CERTIFICATION AND VERIFICATION**

I hereby certify that statements are true to the best of my knowledge and belief. I am aware that any willful misrepresentation of any material fact contained in or added as an attachment to this Application will result in the denial of certification.

I further affirm that eligibility for certification is contingent upon the agency's compliance with any federal, state or local licensure or certification requirements for the provisions of services.

Signature of Principal Official \_\_\_\_\_

Printed or Typed Name of Principal Official \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**PROVIDER ASSURANCES**  
**Between**  
**Arkansas Department of Human Services, Division of Aging and Adult Services**  
**And**  
**ElderChoices Home and Community-Based Waiver Provider**

The following assurances are applicable to funds administered by the Arkansas Department of Human Services (DHS), Division of Aging and Adult Services, hereafter referred to as the Division, in accordance with policies developed by the Division and the Arkansas Division of Medical Services for the ElderChoices Home & Community-Based 2176 Waiver Program, hereafter referred to as ElderChoices.

**The principal official of the agency applying for certification as a provider of ElderChoices services must sign these provider assurances.**

The effective period of the assurances will correspond with the Provider certification, but will not exceed a twelve (12) month period. The Provider will be held accountable for further assurances or conditions to the contract that the Division may add, as is deemed necessary.

**100 General Assurances**

The Provider acknowledges the primary purpose of the ElderChoices Program is to provide alternatives to institutionalization through home and community-based services for persons 65 years of age or older who meet specific medical and financial criteria.

The Provider assures the Division it is in compliance with all existing rules and regulations governing the service(s) being provided and that where state or local jurisdictions require licensure for the provision of the service(s), the agency shall hold a current license.

The Provider assures the Division it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of ElderChoices service(s). The Provider further agrees that in the performance of this agreement, no persons having such interest shall be employed.

The Provider assures the Division all facilities covered by Section 1616(e) of the Social Security Act in which home and community-based services will be provided, are in compliance with applicable State standards and that where applicable meet the requirements of 45 CFR Part 1397 for board and care facilities.

The Provider assures the Division it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto. Further, the Provider assures it has no commitments or obligation which are inconsistent with compliance with these or other pertinent federal regulations or policies, and that any other agency, organization or party that participates in the implementation of services pursuant to this agreement shall have no such commitments or obligations.

The Provider assures the Division it has written personnel policies in compliance with applicable Federal and State laws and maintains documentation to support that these policies have been communicated to all staff.

The Provider acknowledges DHS is not responsible for any modification, construction, purchasing of equipment or supplies required for compliance with any established rules or regulations the agency must undergo in order to provide ElderChoices services.

The Provider assures the Division it has the authority and capacity to implement and perform the program of services for which they are requesting certification.

The Provider shall not assign any interest in this agreement, and shall not transfer any interest in the same, whether by assignment or notation.

## **101 Safety and Protection of Clients**

Provider for these purposes includes any employee or contracted personnel of the Provider.

The Provider assures the Division it shall not solicit or coerce ElderChoices applicants or clients. Solicitation includes, but is not limited to, verbal or written promotion of the ElderChoices Program made in an effort to persuade an individual or his/her caregiver to apply for services. In the event the Provider is found to have solicited an individual, the Provider shall be required to submit a plan of correction and be prohibited from serving the individual. Failure to correct the solicitation practice may result in the Provider's certification being placed on probation and/or revoked. Coercion is defined as, but not limited to, any verbal or written action which serves to pressure or intimidate an ElderChoices applicant or client for any purpose. In the event the Provider is found to have coerced an ElderChoices applicant or client, the Provider's certification shall be placed on probation and/or revoked.

The Provider assures the Division all necessary safeguards and precautions have been taken to protect the health and welfare of the clients they serve.

- An ElderChoices provider shall not knowingly employ a person who has been found guilty or has pled guilty or nolo contendere to any disqualifying criminal offense.
- Each ElderChoices provider must obtain from each employee and from each applicant for employment a signed authorization permitting disclosure to the ElderChoices provider of criminal history information as defined in Ark. Code Ann. Section 12-12-1001.
- Each provider receiving payment under the ElderChoices program must, as a condition of continued participation in the ElderChoices program, comply with this rule requiring criminal history checks for new employees, and requiring periodic criminal history checks for all employees. This requirement applies to any employee who in the course of employment may have direct contact with an ElderChoices recipient. (This does not include volunteers delivering Home Delivered Meals.)
- Before making a temporary or permanent offer of employment, an ElderChoices provider shall inform applicants and employees that continued employment is contingent upon the results of periodic criminal records checks and that the applicant or employee has the right to obtain a copy of the report from the Identification Bureau of the Department of Arkansas State Police ("Bureau").

- When a person applies for a position as an employee of an ElderChoices provider and if the ElderChoices provider intends to make an offer of employment to the applicant, the applicant shall complete a criminal history check form furnished by the ElderChoices provider and shall submit the form to the ElderChoices provider as part of the application process. If the ElderChoices provider intends to make an offer of employment to the applicant, the ElderChoices provider shall, within five (5) days of such decision, forward the criminal history check form to the Bureau accompanied by appropriate payment and request the Bureau to review the Bureau's index of criminal history checks on persons caring for the elderly or individuals with disabilities. An ElderChoices provider may make an offer of temporary employment to an applicant pending receipt of notification from the Bureau.
- If the results of the criminal history check establish that the applicant was found guilty of, or pled nolo contendere (no contest) to, a disqualifying offense under Ark. Code Ann. Section 20-33-205 ("disqualifying offense"), then the ElderChoices provider may not employ, or continue to employ, the applicant. Disqualifying offenses do not include misdemeanors that did not involve exploitation of an adult, abuse of a person, neglect of a person, theft, or sexual contact.

The Provider agrees to operate and provide services in full compliance with all applicable federal, state and local standards including, but not limited to, fire, health, safety and sanitation standards prescribed by law or regulations.

The Provider agrees to comply with all state and federal regulations pertaining to the funding and delivery of the waiver services that the Provider is enrolling.

The Provider agrees to protect the human rights of an ElderChoices client by providing services without regard to race, color, religion, sex or national origin.

The Provider agrees to provide services in an environment free from physical or mental abuse for its clients and employees.

The Provider assures the Division that conditions or circumstances which place an ElderChoices client, or the household of an ElderChoices client, in imminent danger will be brought to the attention of appropriate officials for follow-up.

The Provider acknowledges their responsibility for reporting abuse established by Arkansas Statute 5-28-1 01 et. seq. (Abuse of Adults) as follows:

Whenever any physician, surgeon, coroner, dentist, osteopath, resident, intern, registered nurse, hospital personnel who are engaged in the administration, examination, care or treatment of persons, social worker, case manager, case worker, mental health professional, peace officer, law enforcement officer, facility administrator, employee in a facility, or employee of the Department of Human Services has reasonable cause to suspect that a resident has been subjected to conditions or circumstances which would reasonably result in abuse, he shall immediately notify the person in charge of the institution, facility, or agency or his designated agent, who shall then become responsible for making a report or cause a report to be made.

In addition to those persons and officials required to report suspected adult abuse, sexual abuse, or neglect, any other person may make a report if the person has reasonable cause to suspect that an adult has been abused or neglected.

A report of abuse, neglect or exploitation of an endangered adult residing in a privately owned or rented home in the community shall be made to Arkansas Adult Protective Services (APS). The APS toll free telephone number is (800) 482-8049 or (501) 682-8491.

## **102     Staffing**

The Provider assures the Division it will employ staff, qualified by education and/or experience, to perform ElderChoices services. Personnel records shall be maintained on all employees as a contingency of certification.

The Provider assures the Division that personnel responsible for direct service delivery will be properly trained and in compliance with all applicable licensure requirements.

The Provider assures the Division that each service worker, prior to providing any waiver services, has received instructions regarding the general needs of the elderly with regard to the waiver services that the Provider is enrolling. The Provider agrees to require personnel to participate in any appropriate training provided by, or requested by the Division. The Provider acknowledges the cost of training courses for certification and/or licensure is not reimbursable through the Division or DHS.

The Provider assures the Division that each service worker possesses the necessary skills to perform the specific services required to meet the needs of the client he/she is to serve.

The Provider assures the Division that all service workers are bonded to protect the client from loss due to misconduct or mismanagement of the client's affairs and are covered under liability insurance.

The Provider assures the Division it will maintain adequate staffing levels to ensure timely and consistent delivery of services to all clients for whom they have accepted an ElderChoices Plan of Care.

Emergency backup plans must be in place and utilized any time usual care is unavailable and the lack of immediate care would pose a serious threat to the health and welfare of the client. The Provider assures the Division it will leave emergency information in each participant's home. The Provider also assures the Division it will contact the client and the emergency contact person any time routine care is unavailable and/or an emergency backup plan is necessary.

## **103     Service Delivery**

The Provider agrees to render all services in accordance with the Arkansas Medicaid ElderChoices Home & Community-Based Waiver Provider Manual.

The Provider agrees to comply with all policies, procedures and guidelines established by the Division.



The Provider agrees to hold the Division and the ElderChoices client harmless and shall indemnify the Division and the ElderChoices clients for any additional costs of alternatively accomplishing the goals of the ElderChoices Program. The Provider accepts liability for costs or fees, not limited to theft or negligence, which the Division or the ElderChoices client may sustain as a result of the provider's performance or lack of performance. This hold harmless clause supersedes any release of responsibility signed by an ElderChoices client. Provider, for these purposes, includes any employee or contracted person providing ElderChoices services under this agreement.

The Provider acknowledges they may render and pursue reimbursement for services delivered in accordance with the Plan of Care developed by the DHS Registered Nurse and signed by the client's attending physician, if required. The Provider acknowledges the DHS Registered Nurse is the only authorized individual who may adjust an ElderChoices client's Plan of Care.

The Provider agrees to visit each client's home at least once every 90 days to evaluate client satisfaction and service worker performance.

The Provider agrees to inform the DHS Registered Nurse immediately via the AAS-9511 of any change in the client's physical, mental or environmental needs the Provider observes or is made aware of that may affect the client's eligibility or would necessitate a change in the client's Plan of Care.

The Provider agrees to review the weekly time sheets of each service worker and to ensure that time sheets are accurate and have been signed by the client or other responsible party.

The Provider agrees to notify the DHS Registered Nurse in writing within one (1) week of services being terminated documenting the termination effective date and the reason(s) for termination.

#### **104 Confidentiality**

The Provider agrees to implement procedures to safeguard confidential information regarding ElderChoices clients. The Provider assures the Division no information about or obtained from a client shall be disclosed in any form identifiable with the client without the informed consent of the client.

The Provider assures that lists of ElderChoices clients compiled pursuant to operations under this agreement shall be used solely for the purpose of providing services, will be compiled with the informed consent of each individual on such list and under no circumstances will be made available to any individual or organization other than the Centers for Medicare & Medicaid Services, DHS, Administration on Aging or their respective designees.

#### **105 Record Keeping**

The Provider agrees to maintain individual records for each client and to ensure that each record shall include:

1. A schedule of service delivery;

2. Weekly time sheets recording delivery of services and signed by client or responsible party;
3. Record of supervisory visits to the client's home.

The Provider agrees to maintain records in accordance with standard accounting procedures and to comply with all applicable state and federal regulations.

The Provider acknowledges it must maintain all records regarding the client and the Providers participation in the Arkansas Medicaid ElderChoices Program for a period of six years from the date of service or until all audit questions, appeal hearings, investigations or court cases are resolved, whichever is longer. All records must be available to authorized representatives, agents or officials of the Division, DHS, Arkansas Division of Medical Services, the State Medicaid Fraud Control Unit and the Department of Human Services.

In addition to the documentation requirements imposed on providers as a contingency of Medicaid enrollment, the Provider agrees to maintain and make available for review visit reports, employee time records and incident reports.

#### **106 Fiscal Assurances**

The Provider acknowledges that Medicaid payment received for delivered ElderChoices services is payment in full and assures the Division it will apply no additional charges nor accept any additional payment, including donations, from an ElderChoices client or their caregiver for those services.

The Provider agrees to submit program and financial reports to DHS and/or the Division, as required.

#### **107 Grievance**

The Provider agrees to develop and implement a written grievance procedure that complies with federal and state regulations that includes, but is not to be limited to, the following:

- A mechanism to inform clients, caregivers and employees of their right to file a complaint regarding service delivery or the Provider's employment practices with the Provider directly, the DHS Registered Nurse, the Division, the Arkansas Medicaid Program or DHS,
- An assurance that the client and/or caregiver may file a grievance or otherwise seek resolution of a complaint or concern without reprisal or disruption of service,
- A provision which allows the client and/or caregiver to file and discuss their concern with the agency administrator and/or supervisory staff, and
- An assurance that every client and/or caregiver's concern will be treated with dignity and respect.

## **108     Quality Controls**

The Provider accepts full responsibility for the quality and number of units of services provided to an ElderChoices client by their personnel and assures the Division appropriate management and supervision of services takes place at all times.

The Provider agrees to continually monitor client satisfaction and quality of service delivery and to record their findings every ninety days on the ElderChoices Quarterly Service Report (AAS-9506) per program policy.

The Provider assures the Division it will provide a drug-free workplace and establish a drug awareness program to inform employees of:

- the dangers of drug abuse in the workplace;
- the Provider's policy for maintaining a drug-free workplace;
- any available drug counseling, rehabilitation, and employee assistance programs; and
- the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

The Provider agrees to require staff to attend orientation training prior to allowing the employee to deliver any ElderChoices service(s). This orientation shall include, but not be limited to, a:

- description of the purpose and philosophy of the ElderChoices Program;
- discussion and distribution of the provider agency's written code of ethics;
- discussion of activities which shall and shall not be performed by the employee;
- discussion, including instructions, regarding ElderChoices record keeping requirements;
- discussion of the importance of the Plan of Care;
- discussion of the agency's procedure for reporting changes in the client's condition;
- discussion, including potential legal ramifications, of the client's right to confidentiality.

The Provider acknowledges it must attain the prior approval of the Division in the event a waiver service is to be rendered by an individual who is employed by or contracted with the provider agency and who is also related to the waiver participant.

Approval shall be requested by forwarding to the Division:

- the relationship between the waiver participant and the direct service provider;
- adequate justification for the service arrangement;
- documentation supporting that the family member meets the qualifications for providers of direct care; and
- a description of the strict controls implemented to assure payments are made to the family member for the specific service(s) rendered.

Under no circumstances may payment be made for services rendered by the waiver participant's:

1. Spouse
2. An adult's "guardian of the person," or
3. Anyone acting as an adult's "guardian of the person."

Family members or caregivers residing in the home with the client are prohibited from receiving reimbursement for direct provision of an ElderChoices service, with the exception of Adult Companion Service providers.

**NOTE:** Payment to a spouse, a legal guardian or anyone acting as a guardian of the person is not allowed for any provider type, including Adult Companion providers.

## **109 Reporting**

The Provider agrees to notify the Division in writing of the resignation or termination of the agency's Director, Executive Officer or principal official and of any change in ownership within ten (10) working days of the action.

The Provider agrees to cooperate and assist in any efforts undertaken by DHS or the Division to evaluate the effectiveness of the program and agrees to comply with any findings and/or programmatic and accounting recommendations made either through an evaluation or audit conducted by the Department or its designee.

## **110 Control Policies**

The Provider agrees to allow the Division the right to inspect its program sites, products, policies and procedures for the purpose of determining compliance with the terms of these assurances and any applicable laws and regulations.

## **111 Code of Ethics**

The Provider agrees to develop, distribute and enforce a written code of ethics with each employee providing services to an ElderChoices client that shall include, but not be limited to, the following:

- No consumption of the client's food or drink;
- No use of the client's telephone for personal calls;
- No discussion of one's personal problems, religious or political beliefs with the client;
- No acceptance of gifts or tips from the client or their caregiver;
- No friends, relatives or unauthorized individuals are to accompany the employee to client's home;
- No consumption of alcoholic beverages or use of non-prescribed drugs prior to service delivery nor in the client's home,
- No smoking in the client's home;
- No solicitation of money or goods from the client;
- No breach of the client's privacy or confidentiality of records.

## **112 Independent Assessment**

The Provider agrees to participate in an independent assessment of waiver services to evaluate quality of care, access to care and cost effectiveness.

### 113 Responsibilities of the Division of Aging & Adult Services

The Division of Aging & Adult Services (DAAS) will be responsible for the following:

- Oversight of all state and federally funded activities that involve service delivery to elderly persons;
- Maintaining a list of all enrolled ElderChoices waiver services providers
- Accepting client complaints with regard to delivery of ElderChoices waiver services.  
This shall include:
  1. Maintaining a file on all complaints;
  2. Investigating complaints, unless the Division determines that the complaint is without merit;
  3. Recording and filing the disposition and resolution of all complaints, indexed by provider name.

\_\_\_\_\_  
Provider Name

\_\_\_\_\_  
Name of Principal Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Principal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of DAAS Director or Designee

\_\_\_\_\_  
Date

#### STATE OFFICE USE

EC # \_\_\_\_\_

Service \_\_\_\_\_

Region \_\_\_\_\_

County \_\_\_\_\_

Certification Effective Dates \_\_\_\_\_ to \_\_\_\_\_